

813

16017-G

RECORDATION NO.

16017-G  
FILED 1425

NCNB TEXAS NATIONAL BANK  
One Dallas Center  
350 North St. Paul, Ninth Floor  
Dallas, Texas 75201  
214/922-6148

9-243A006

AUG 31 1989 -10 50 AM

INTERSTATE COMMERCE COMMISSION

August 22, 1989

Aug 31 10 45 AM '89  
NOTICE OF RECEIPT UNIT

Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue  
Washington, D.C. 20423  
Attention: Mrs. Mildred Lee, Room 2303

Re: Documents for Recordation

Dear Mrs. Lee:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission (the "ICC") thereunder, enclosed herewith for filing and recordation is one (1) executed original and two (2) copies of a Bill of Sale dated as of August 16, 1989 (to the Equipment Trust Agreement, dated as of November 4, 1988) between NCNB Texas National Bank, as Trustee and Amoco Oil Company (the "Bill of Sale") a secondary document as defined in the foregoing Rules and Regulations.

The enclosed Bill of Sale relates to the Equipment Trust Agreement dated as of November 4, 1988 between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee, which was filed and recorded under Recordation Number 16017 on November 11, 1988, and supplemented by assignments, bills of sale and a correction agreement under Recordation Numbers 16017-A through 16017-D.

The addresses of the parties to the enclosed document are:

Company: Amoco Oil Company  
200 East Randolph Drive  
Chicago, Illinois 60601

Trustee: NCNB Texas National Bank  
One Dallas Centre  
350 North St. Paul, Ninth Floor  
Dallas, Texas 75201  
Attention: Corporate Trust Department

Counterparts - C.T. Kappeler

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A hereto. The foregoing railroad equipment consists solely of rail cars intended for use relating to interstate commerce.

Also enclosed is a check in the amount of \$13.00 to cover the required recordation fee.

You are hereby authorized to deliver stamped copies of the Bill of Sale not needed to your files to the representative of Alvord and Alvord who is delivering this letter and said enclosures to you.

A short summary of the primary document to appear in the Commission's Index follows:

Bill of Sale dated as of August 16, 1989, between NCNB Texas National Bank, as Trustee and Amoco Oil Company covering various railroad cars.

NCNB TEXAS NATIONAL BANK, TRUSTEE

By:

  
\_\_\_\_\_  
Linda McNeil  
Vice President

Enclosure

R:\83540\05704\BV030164

EXHIBIT A

Railroad Car Lease Agreement, dated March 26, 1979, between  
between Trinity Industries Leasing Company and Amoco Oil Company  
covering the following described railroad cars: (Riders 7 & 8)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
61	6,150 Cu. Ft. Covered Hopper Cars	TILX 006201-006217,006251- 006271,006273-006295

AUG 31 1989 -10 50 AM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

THIS BILL OF SALE, dated the 16th day of August, 1989, between NCNB Texas National Bank, as Trustee (hereinafter called "Seller"), and Amoco Oil Company (hereinafter called "Buyer"), as contemplated by Section 5.05(a) of the Equipment Trust Agreement dated as of November 4, 1988 (the "Equipment Trust Agreement"), between Seller and Trinity Industries Leasing Company (the "Company") pursuant to which the Company has delivered its Request that the rail cars described in Exhibit A attached hereto and made a part hereof for all purposes (the "Equipment") be assigned to Buyer.

W I T N E S S E T H:

That in consideration of \$10.00 in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, grant and convey to Buyer all of its right, title and interest in and to the Equipment.

Seller hereby warrants that it has good and marketable title to the Equipment and that Seller's title thereto is free from all liens and encumbrances. Seller further agrees to forever warrant and defend the title to the Equipment unto Buyer, its successors and assigns, against all lawful claims. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

NCNB TEXAS NATIONAL BANK,  
TRUSTEE

By: 

Vice President

[ S E A L ]

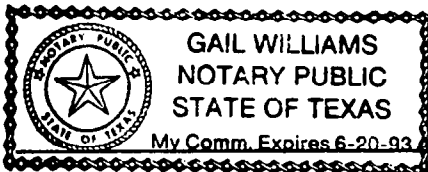
ATTEST:



STATE OF TEXAS       §  
                              §  
COUNTY OF DALLAS   §

On this 18<sup>th</sup> day of August, 1989, before me personally appeared, LINDA MCNEIL, to me personally known, who being by me duly sworn, says that she is the Vice President of NCNB Texas National Bank, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[S E A L]



Gail Williams  
Notary Public

GAIL WILLIAMS  
Print Name

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